



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for Maintenance of Landscape Areas for 2003; and Authorize City Manager to Award the Contract

MEETING DATE: November 6, 2002

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council approve the specifications for the above project, authorize advertising for bids, and authorize the City Manager to award the contract.

BACKGROUND INFORMATION: This project provides for the contract maintenance of 71 landscaped areas within the City and the White Slough Water Pollution Control Facility.

Contracting landscape maintenance has been done by the Street Division of the Public Works Department since 1979. The current contract expires December 31, 2002. In addition to the existing contract expiring, the contract is being re-bid due to the numerous maintenance areas added during the past year.

The specifications are on file in the Public Works Department.

FUNDING: The money for this project will be coming from the proposed 2002/03 Operating Budget (10, 12, 16, 17, 18 and 21 accounts).

Project Estimate: \$135,000
Budgeted: 2002/03
Planned Bid Opening Date: November 21, 2002

Richard C. Prima, Jr.
for Richard C. Prima, Jr.
Public Works Director

Prepared by George M. Bradley, Street Superintendent
RCP/GMB/CJ/dsg

cc: Joel Harris, Purchasing Officer
George M. Bradley, Street Superintendent
Curt Juran, Street Contracts Administrator

APPROVED: _____

H. Dixon Flynn
H. Dixon Flynn -- City Manager



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approve specifications and authorize advertisement for bids for 384 wathour meters (EUD)

MEETING DATE: November 6, 2002

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: That the City Council approve the specifications and authorize advertisement for bids for the purchase of 384 solid-state wathour meters.

BACKGROUND INFORMATION: The Electric Utility Department's Meter Division has requested that 384 single-phase wathour meters be purchased to provide an inventory for installation of meters at new residential developments throughout the city, as well as for replacement of obsolete and deteriorated meters located during meter testing.

(Standard packaging for residential meters is 96 units per pallet. The order quantity of 384 meters results in a delivery of four full pallets.)

FUNDING: Electric Utility Department 2001-2003 Financial Plan and Budget, Revenue Metering, Business Unit #161656, Page E-29
Estimated cost: \$12,500


BID OPENING: November 20, 2002


Alan N. Vallow, Electric Utility Director

Prepared by Joel Harris, Purchasing Officer

cc: Hans Hansen, Manager, Electric Utility Engineering and Operations

APPROVED: _____


H. Dixon Flynn -- City Manager

EQUIPMENT SPECIFICATION WATTHOUR METER

GENERAL

Meter shall be solid-state, single-phase watthour, self-contained, socket-type having glass cover. A label marked "City of Lodi" and sequential number beginning with **37761** shall be factory installed on each meter. Shipping boxes shall show, on the outside, the sequential number of the meters contained therein.

METER REGISTER

Option 1:

Electronic 5 (five) digit LCD with electronic load indicator and minimum data digit height of 0.4 inches.

Option 2:

Mechanical 5 (five) dial clock register.

METER FORM

2S

STANDARDS

The meter shall conform to the following standards or latest revisions thereof:
American National Standard (ANSI) C12.1-1995, C12.10-1987 and C12.16-1991 as applicable.

ALTERNATE PROPOSAL

Electromechanical Watthour Meter.

Proposals based on an electromechanical watthour meter meeting the specifications, as applicable, will be considered. Please submit specifications with such proposal.



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt a resolution rejecting the two apparent lowest bids as non-responsive, and awarding the purchase of 21,000 feet of #2 jacketed 15kV underground conductor to the lowest responsive bidder, Western States Electric of Portland, Oregon, in the amount \$16,088.15. (\$16,088.15) (EUD)

MEETING DATE: November 6, 2002

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: That the City Council adopt a resolution rejecting as non-responsive the two apparent lowest bids, submitted by Nexans Energy USA of Warrentown, Virginia, and Pirelli Power Cables and Systems of Columbia, South Carolina, and awarding the bid for the purchase of 21,000 feet of #2 15kV XLPE concentric neutral primary underground conductor to the lowest responsive bidder, Western States Electric Company of Portland, Oregon, in the amount of \$16,088.15.

BACKGROUND INFORMATION: On September 18, 2002, the City Council approved specifications and authorized advertisement for bids for this conductor.

Six bids were received, and opened on October 16, 2002:

Western States Electric, Portland	\$16,088.15
Hendrix Wire & Cable, Milford, NH	\$16,563.33
Rome Cable Corporation, Rome, NY	\$18,398.42
Southwire Company, Carrollton, GA	\$22,627.50
Nexans Energy USA, Warrenton, VA	\$15,341.45*
Pirelli Cables and Systems, Columbia, SC	\$15,726.11*

*bids considered non-responsive: See explanation below

Nexans' bid is considered non-responsive because their proposal was conditional on the City accepting terms of sale which are not in the City's best interest. Risk of damage or loss in transit to Lodi was to be assumed by the City, and cost of return of defective conductor to Nexans would be borne by the City under Nexans' terms of sale. Pirelli's bid is considered non-responsive because their method of packaging does not comply with the Department's specifications. Packaging is critical to the Department's safety in handling and reduction of waste, and the specifications are clear on the type of packaging that the Department requires.


FUNDING: Electric Utility Department 2001-2003 Financial Plan and Budget, Line Extensions, Business Unit #161651, Page E-29


Vicky McAthie, Finance Director


Alan N. Vallow, Electric Utility Director

Prepared by Joel Harris, Purchasing Officer
cc: Hans Hansen, Manager, Electric Utility Engineering and Operations

APPROVED: _____


H. Dixon Flynn -- City Manager

RESOLUTION NO. 2002-213

A RESOLUTION OF THE LODI CITY COUNCIL REJECTING
THE TWO APPARENT LOWEST BIDS AS NON-RESPONSIVE,
AND AWARDING THE BID FOR THE PURCHASE OF
21,000 FEET OF #2 JACKETED 15KV UNDERGROUND
CONDUCTOR TO THE LOWEST RESPONSIBLE BIDDER

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on October 16, 2002 at 11:00 a.m., for the purchase of 21,000 feet of #2 jacketed 15kV underground conductor, described in the specifications therefore approved by the City Council on September 18, 2002; and

WHEREAS, said bids have been compared, checked, and tabulated and a report thereof filed with the City Manager as follows:

<u>Bidder</u>	<u>Bid Amount</u>
Western States Electric, Portland, OR	\$16,088.16
Hendrix Wire & Cable, Milford, NH	\$16,563.33
Rome Cable Corporation, Rome, NY	\$18,398.42
Southwire Company, Carrollton, GA	\$22,627.50
Nexans Energy USA, Warrenton, VA	\$15,341.45*
Pirelli Cables and Systems, Columbia, SC	\$15,726.11*

*Bids considered non-responsive - Nexans' bid is considered non-responsive because its proposal was conditional on the City accepting terms of sale which are not in the City's best interest. Risk of damage or loss in transit to Lodi was to be assumed by the City, and cost of return of defective conductor to Nexans would be borne by the City under Nexans' terms of sale. Pirelli's bid is considered non-responsive because its method of packaging does not comply with the Department's specifications. Packaging is critical to the Department's safety in handling and reduction of waste, and the specifications are clear on the type of packaging that the Department requires.

WHEREAS, staff recommends rejecting the two apparent lowest bids from Nexans Energy USA, of Warrenton, VA, and Pirelli Cables and Systems, of Columbia, SC, as being non-responsive as explained above; and

WHEREAS, staff further recommends award of the bid for the purchase of the conductor be made to the lowest responsible bidder, Western States Electric, of Portland, OR, in the total amount of \$16,088.15.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that the apparent low bids received from Nexans Energy USA, of Warrenton, VA, and Pirelli Cables and Systems, of Columbia, SC, for the purchase of 21,000 feet of #2 jacketed 15kV underground conductor in the amount of \$15,341.45 and \$15,726.11 respectively is hereby rejected due to the explanation above; and

BE IT FURTHER RESOLVED by the Lodi City Council that the award of the bid for the purchase of conductor be made to the lowest responsible bidder, Western States Electric, of Portland, OR, in the total amount of \$16,088.15.

Dated: November 6, 2002

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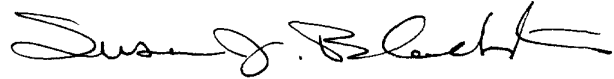
I hereby certify that Resolution No. 2002-213 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 6, 2002, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Howard, Land, and Mayor Pennino

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Nakanishi

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk

CITY COUNCIL

PHILLIP A. PENNINO, Mayor
SUSAN HITCHCOCK
Mayor Pro Tempore
EMILY HOWARD
KEITH LAND
ALAN NAKANISHI

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6778
FAX (209) 333-6791

H. DIXON FLYNN
City Manager

SUSAN BLACKSTON
City Clerk

RANDALL A. HAYS
City Attorney

October 25, 2002

Mr. Steve Kanty
Isberg Nott Company
8 Crow Canyon Court Suite Suite 210
San Ramon CA 94583

Re: Nexans' proposal for #2 15kV Primary Cable - Bids opened October 16, 2002

Dear Steve,

This letter is to inform you that the City's Electric Utility Department and I will be recommending that the City Council reject Nexans' bid for #2 15kV primary cable because the proposal was conditional on terms and conditions which were in conflict with the City's bid specifications.

Specifically, the comment on page 3.2 (the bid form) states "Exceptions: None. Please reference Nexans Quote #Q60108 for details." In fact, Quote #Q60108 does take exception to the bid specifications on the following points:

"Nexans standard warranty and terms and conditions apply. See attached" as well as the "Important Notice" at the bottom of the Quotation page which states that Nexans' standard warranty "shall prevail in the event of conflict... with the buyer's terms and conditions of purchase."

Nexans standard warranty states that Nexans may repair or replace defective cable at its election (City specifications state that defective cable shall be replaced) at no cost to the end user (Nexans standard terms and conditions state that *"defective goods shall be returned, transportation prepaid by the Buyer"*).

Nexans standard terms and conditions state that *"deliveries are F.O.B. place of shipment"*. While Quotation #Q60108 states that *"Freight is prepaid and allowed..."* it doesn't specifically amend the terms and conditions to comply with the City's requirements that all shipments be F.O.B. Delivered.

Lodi's Deputy City Attorney has reviewed Nexans' bid and is in agreement with staff's recommendation. Staff has also determined, with Counsel's concurrence, that a request to have Nexans remove the conditions which are in conflict with the City's instructions would constitute a modification to the bid after the time at which bids were due.

Steve, please make it clear to Nexans that such conditional bids will always be rejected. In the past, Nexans has not included such conditions, and they have been awarded several of the City's bids. I hope, for the upcoming and future bids, that Nexans will return to submitting non-conditional bids.

Regards,

Joel E Harris
Purchasing Officer,
City of Lodi

CITY COUNCIL

PHILLIP A. PENNINO, Mayor
SUSAN HITCHCOCK
Mayor Pro Tempore
EMILY HOWARD
KEITH LAND
ALAN NAKANISHI

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
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(209) 333-6778
FAX (209) 333-6791

H. DIXON FLYNN
City Manager

SUSAN BLACKSTON
City Clerk

RANDALL A. HAYS
City Attorney

October 25, 2002

Mr. Jim Walsh
Pirelli Cables and Systems
1700 Poole Boulevard, Suite C
Yuba City CA 95993

Re: Pirelli's proposal for #2 15kV Primary Cable - Bids opened October 16, 2002

Dear Jim,

This letter is to inform you that the City's Electric Utility Department and I will be recommending that the City Council reject Pirelli's bid for #2 15kV primary cable because the proposal cited exceptions that were not acceptable to the Department.

Specifically, the "Exceptions" directed the reader to "See Attached" documents, which included Quotation #4020837 and Pirelli's Terms and Conditions.

Quotation #4020837 cited the City's Specification dated 4/00 rather than the specification mailed with the Invitation for Bid, which is dated 9/02. The Quotation also identified put-ups at 2,100 feet per reel (but didn't specify reel size). The City's specifications require #2 conductor to be supplied on 58-32-28 reels (Section 13.0), and that reels shall be shipped with cable to their full maximum cable capacity (Section 14.2). Since 58-32-28 reels hold closer to 3,500 feet, but Pirelli's quotation indicated put-ups at 2,100 feet without specifying reel size, the Department determined that this constituted an exception that was not acceptable to the City.

Pirelli's Terms and Conditions, as applied to Quotation #4020837, state that "*All quotations are subject to change or withdrawal without notice*", and that "*Acceptance is expressly limited to the terms and conditions stated herein.*" Such conditions placed upon a proposal submitted in response to an Invitation to Bid are not acceptable to the City, and are considered non-responsive.

Lodi's Deputy City Attorney has reviewed Pirelli's bid and is in agreement with staff's recommendation. Staff has also determined, with Counsel's concurrence, that a request to have Pirelli remove the conditions and change the quotation would constitute a modification to the bid after the time which bids were due.

Jim, please make it clear to Pirelli that such conditional bids will always be rejected. In the past, Pirelli has not included such conditions, and awards to Pirelli have been made. I hope, for the upcoming #2/0 bid and for future bids, that Pirelli will return to submitting non-conditional bids.

Sincerely,

Joel E Harris
Purchasing Officer,
City of Lodi



CITY OF LODI

SUPPLEMENTAL INFORMATION COUNCIL COMMUNICATION

AGENDA TITLE: Adopt a resolution to reject all Parks and Recreation Tabloid booklet printing services bids and authorize re-advertising for bids.

MEETING DATE: November 6, 2002

PREPARED BY: Parks & Recreation Director

RECOMMENDED ACTION: That the City Council reject all Parks and Recreation Tabloid booklet printing services bids and authorize re-advertising for bids.

BACKGROUND INFORMATION: On September 4, 2002, the City Council approved specifications and authorized advertisement for bids.

Staff advertised this bid opportunity and also sent out six letters and then six bid packets to local and non-local printers. The bid packets made clear that sealed bids were required but the letters did not. Two sealed bids were received per the bid packet instructions. One bid was faxed to the City but was not sent to the address required on the initial letter.

Upon receipt of the faxed bid staff followed up and contacted the bidder. It is possible that miscommunication occurred with the bidder at that time and that it was left unclear that a sealed bid was required for consideration. In light of this possible confusion staff recommends rejection of all bids and re-advertising bids.

The bids received were:

Commerce Printing Services, Sacramento	\$ 6,939.10
American Lithographers, Sacramento	\$ 6,956.34
Duncan Press, Inc., Lodi**	\$ 6,755.06

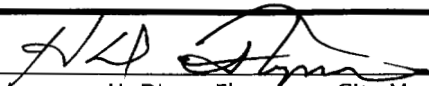
**(This bid was faxed to the City at an incorrect address as referenced above. As it was not sealed and opened per our bid process it was not recorded by our Purchasing Officer).


Roger Baltz
Parks and Recreation Director

RB/tl

cc: City Attorney

APPROVED: _____


H. Dixon Flynn -- City Manager



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt a resolution awarding the bid for Parks and Recreation Tabloid booklet printing services to the low bidder, Commerce Printing Services, Sacramento, in the amount of \$6,939.10

MEETING DATE: November 6, 2002

PREPARED BY: Parks & Recreation Director

RECOMMENDED ACTION: That the City Council adopt a resolution awarding the bid for the Parks and Recreation Tabloid booklet printing services to the low bidder, Commerce Printing Services, Sacramento, in the amount of \$6,939.10.

BACKGROUND INFORMATION: On September 4, 2002, the City Council approved specifications and authorized advertisement for bids.

Invitations to Bid were sent to six printers; two responded prior to the October 23, 2002, due date:

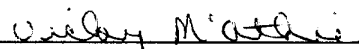
Commerce Printing Services, Sacramento	\$6,939.10
American Lithographers, Sacramento	\$6,956.34


For several months staff has researched options to revise and improve the Parks and Recreation Department tabloid. The tabloid is a primary marketing tool for our program offerings, facility rentals, and detailed Department information.

Funds were approved as part of the City budget process for this purpose.

FUNDING: To be provided from current budget allocation.

Funding Available:


Vicky McAthie, Finance Director



Roger Baltz
Parks and Recreation Director

Prepared by Jennifer Alberti, Recreation Supervisor

RB/tl

cc: City Attorney

APPROVED:


H. Dixon Flynn -- City Manager

RESOLUTION NO. 2002-226

A RESOLUTION OF THE LODI CITY COUNCIL
REJECTING ALL BIDS RECEIVED FOR THE PARKS
AND RECREATION TABLOID BOOKLET PRINTING
SERVICES, AND FURTHER AUTHORIZING
RE-ADVERTISING FOR BIDS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on October 23, 2002 at 11:00 a.m. for the bid for Parks and Recreation Tabloid booklet printing services, described in the specifications therefore approved by the City Council on September 4, 2002; and

WHEREAS, said bids have been compared, checked, and tabulated and a report thereof filed with the City Manager as follows:

<u>Bidder</u>	<u>Location</u>	<u>Bid</u>
Commerce Printing Services	Sacramento	\$6,939.10
American Lithographers	Sacramento	\$6,956.34
Duncan Press, Inc.	Lodi	\$6,755.06**

** This bid was faxed to the City at an incorrect address and was not sealed and opened per our bid process, and therefore, was not recorded by our Purchasing Officer.

WHEREAS, staff recommends rejecting all bids received due to the confusion and possible miscommunication surrounding the bidding procedure, and further recommends re-advertising for bids.

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council hereby rejects all bids received for the Parks and Recreation Tabloid booklet printing services, and further authorizes re-advertisement for bids.

Dated: November 6, 2002

I hereby certify that Resolution No. 2002-226 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 6, 2002, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Land, and Nakanishi
NOES: COUNCIL MEMBERS – Howard and Mayor Pennino
ABSENT: COUNCIL MEMBERS – None
ABSTAIN: COUNCIL MEMBERS – None


SUSAN J. BLACKSTON
City Clerk



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Accept Improvements Under Contract for Lodi Library Community Room/Lobby Upgrade

MEETING DATE: November 6, 2002

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council accept the improvements under the "Lodi Library Community Room/Lobby Upgrade" contract.

BACKGROUND INFORMATION: The project was awarded to D. C. Builders, of Stockton, on May 15 2002, in the amount of \$69,871. The contract has been completed in substantial conformance with the plans and specifications approved by the City Council.

The contract completion date was September 9, 2002 and the actual completion date was September 28, 2002. The difference between the contract and actual completion dates was due to longer lead times than anticipated on some items. The final contract price was \$ 72,836. The difference between the contract amount and the final contract price is mainly due to two change orders in the amount of \$965 and \$2,000, or a combined total of \$2,965.

Following acceptance by the City Council, the City Engineer will file a Notice of Completion with the County Recorder's office.

FUNDING:	Budgeted Fund:	Public Benefits Funds	\$ 2,715
		Private Sector Trust Fund	\$15,000
		Library Facilities Upgrade Account (211804)	\$50,000
		Community Development Block Grant Fund	<u>\$10,000</u>
			\$77,715

Contract Amount: \$72,836

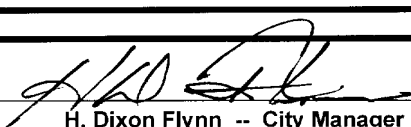

For Richard C. Prima, Jr.
Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager

RCP/DJC/pmf

cc: Joel Harris, Purchasing Officer
Nancy Martinez, Library Services Director
Alan Vallow, Electric Utility Director

APPROVED: _____


H. Dixon Flynn -- City Manager

CAccept

10/31/02



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approve Sublease Agreement between Robert Mondavi Properties, Inc., and the City of Lodi for Well 10C Site (790 North Guild Avenue); and Approve Plans and Specifications and Authorize Advertisement for Bids for the Well 10C Drilling, and Pump and Motor Installation; and Authorize the City Manager to Award the Contract

MEETING DATE: November 6, 2002

PREPARED BY: Public Works Director

RECOMMENDED ACTION:

- 1) Approve the sublease agreement for the Well 10C site (790 North Guild Avenue) and authorize the City Manager and City Clerk to execute the agreement on behalf of the City.
- 2) Approve the plans and specifications for the above project and authorize advertisement for bids.
- 3) Authorize award of the bid by the City Manager.

BACKGROUND INFORMATION: The City's 1990 Water Master Plan has identified the need for a water well site in the vicinity of the newly constructed Robert Mondavi Properties, Inc., (Mondavi) warehouse on Guild Avenue. In anticipation of the future well site, the Public Works Department worked with Mondavi at the time of development to reserve an 80-foot by 80-foot well site on their property. In good faith, Mondavi has agreed to allow the City to construct and operate a water well at this site. A test well has been drilled on the subject lease site and analysis confirmed that it is a suitable City well site.

Mondavi has transmitted the sublease agreement (attached) to the City for execution. Basically, the sublease allows the City to lease the well site for 30 years at an annual rent of \$1, with an option to extend the lease for another 30 years at fair market value rent. Staff has reviewed the terms of the agreement and determined that the terms are reasonable.

Construction of Well 10C will be performed under two separate bids. The first is for well drilling and development that will determine the optimal yield of the well. The second bid is for the pump and motor installation that depends on the results of the well development project. See site plan attached.

The plans and specifications are on file in the Public Works Department.

FUNDING: Requested Appropriation: Water Capital Fund
Project Estimate: \$300,000.00
Funding Available: Richard C. Prima, Jr.
Finance Director

The appropriation request is based on costs for the recently completed Well 26 (Katzakian Park) and includes well drilling, pump and motor installation, control panel installation (City forces) and site improvements (utilities, lighting, fencing and landscaping).

Richard C. Prima, Jr.
for Richard C. Prima, Jr.
Public Works Director

Prepared by Lyman Chang, Associate Civil Engineer
Attachments

cc: Randy Hays, City Attorney
Fran Forkas, Water/Wastewater Superintendent

Robert Mondavi Properties, Inc.
Lyman Chang, Associate Civil Engineer

APPROVED:

H. Dixon Flynn
H. Dixon Flynn -- City Manager

CSUBLEASEAGREE&PS&A

10/30/02

SUBLEASE AGREEMENT

This Lease, made and entered into effective this ____ day of October, 2002, by and between **ROBERT MONDAVI PROPERTIES, INC.**, a California corporation (hereinafter referred to as "Sublessor") and **THE CITY OF LODI, CALIFORNIA** (hereinafter referred to as "Sublessee").

WITNESSETH:

WHEREAS, **Lodi 2000 Distribution Trust** (the "Master Lessor") owns the real property located in San Joaquin County, State of California (hereinafter referred to as the "Property"), as described in Exhibit A attached hereto and by this reference made a part of this Lease;

WHEREAS, Master Lessor has previously leased the Property to Sublessor; and

WHEREAS, Sublessor and Sublessee wish to enter into a sublease of a portion of the Property;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties, the parties hereto agree as follows:

1. SUBLEASE. Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, a portion of the Property as more particularly described on Exhibit B attached hereto (such portion hereinafter referred to as the "Premises"), upon all of the terms, covenants and conditions contained in this Sublease.

2. TERM. The term of this Sublease shall be thirty years commencing November 1, 2002 and ending October 31, 2032. Sublessor will deliver possession of the premises to Sublessee at the commencement of the term. Sublessee has the option to renew this lease for an additional thirty years, ending October 31, 2062, upon the same terms and conditions except that the annual rent for the option period shall be increased to fair market value rent. A mutually agreeable third party appraiser shall determine such fair market rental value. The fair market rental value shall be appraised without reference to any rental value derived from Sublessee's leasehold improvements located on the Premises. Sublessee shall provide Sublessor with at least one-year advance written notice of its intention to exercise the lease option.

3. RENT. Rental of the Premises shall be at the rate of One Dollar (\$1.⁰⁰) per year. Rent for the entire period of the term shall be due in advance at time of execution of this Sublease.

4. USE OF PREMISES. Sublessee shall use the Premises for the purpose of a municipal water well. Sublessee shall follow construction and operational practices observed by owners of similar wells in the vicinity with respect to well practices on the Premises.

Sublessee agrees to comply with all applicable ordinances, laws, regulations and orders of governmental authorities and agrees not to cause or permit (a) any waste on the Premises, (b) any public or private nuisance thereon, or (c) any condition which violates any standard form policy of fire insurance covering the Premises or the Property. If Sublessee fails to comply with any such ordinance, law, regulation, rule or order, Sublessor reserves the right to terminate this Lease or

to take any other necessary remedial measures at Sublessee's expense, for which Sublessee agrees to reimburse Sublessor on demand.

Sublessee agrees to have no mobile homes or trailers, vans or other vehicles capable of, or actually used as, living accommodations stored in or used on the Premises, except with the prior written approval of Sublessor. The Premises shall not be used for dumping or other waste disposal.

5. COMPLIANCE WITH LAW. Sublessee shall use the Premises in strict compliance with all laws, statutes, ordinances, rules, regulations and orders of any nature whatsoever, of federal, state or county governments, or of any agency, bureau, board or commission thereof including, but not limited to, any of the foregoing which limit or pertain to the application of chemicals and compounds on the Premises by Sublessee. Sublessee also agrees to indemnify, defend and hold harmless Master Lessor and Sublessor from any claim or liability asserted against Master Lessor or Sublessor arising out of Sublessee's use of the Premises including but not limited to the use of chemicals and compounds by Sublessee during the term thereof, or against any claim or liability arising out of the alleged violation by Sublessee of any laws, ordinances, rules and regulations relating to the use and occupancy of the Premises during the term hereof.

6. CONDITIONS OF PREMISES. Sublessee acknowledges that Sublessee is familiar with the Premises and the improvements thereon, and accepts the same in their "as is" condition. Sublessee shall not use any chemicals upon the Premises that will leave a residue beyond the term of this Sublease. Sublessee shall return the Premises in a clean condition at the expiration of this Sublease.

7. UTILITIES AND WATER SYSTEMS. Sublessee agrees to the following in regards to water usage:

7.1 Sublessee shall pay for all electrical or other utilities used on the Premises.

7.2 Sublessee shall, at its own cost and expense, service and maintain in good condition any and all pumping plants, pumping equipment, pipelines, or any other aspect of the water supply and distribution system above or under the ground, now or hereafter situated on or serving the Premises. Sublessee shall remove all pumps, pumping equipment, and pipelines, and return the Premises in a clean condition at the end of the Sublease term. Well shall be abandoned in conformance with San Joaquin County Health Department regulations.

7.3 Sublessee expressly acknowledges that Sublessor has made no warranty, and no warranty shall be implied by reason of any term of this Sublease, concerning the availability or sufficiency of water upon the Premises.

8. TAXES ON THE PREMISES: Sublessee shall promptly pay any and all taxes or other charges assessed against the Premises or personal property or other improvements made by Sublessee upon the Premises. The parties shall cooperate with each other to seek to have the County Tax Assessor and County Tax Collector separately assess the Subleased Premises.

9. INSURANCE. During the full term hereof, Sublessee shall, at its sole cost and expense, procure and maintain comprehensive general liability insurance from insurance companies satisfactory to Sublessor, providing bodily injury liability limits of Five Million Dollars (\$5,000,000)

per person. Sublessor agrees that the first \$500,000 of said coverage may be provided by way of Sublessee's Government Code Section 990 et seq. self insurance plan.

10. INDEMNITY. Sublessee shall indemnify and save the Master Lessor harmless of and from any and all claims for injury to Sublessee's employees, representatives, agents or other persons performing work for Sublessee or on their behalf, about the leased Premises from whatsoever cause, by whomsoever asserted, or however arising.

11. ASSIGNMENT AND SUBLETTING. Sublessee shall not assign this Sublease or any part thereof, or sublet the Premises or any part thereof, without prior written consent of Sublessor; nor shall Sublessee's interest be assignable by operation of law without such prior written consent. Sublessee shall remain liable hereunder notwithstanding such assignment or subletting. Any such assignment or subletting without such written consent shall be void and, at the option of Lessor, shall immediately terminate this Lease.

12. INVOLUNTARY ASSIGNMENT. No interest of Sublessee in this Sublease shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment:

12.1 If Sublessee is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the bankruptcy act; or if Sublessee or its successor in interest is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

12.2 If a writ of attachment or execution is levied on this Sublease;

12.3 If in any proceeding or action to which Sublessee is a party, a receiver is appointed with authority to take possession of the Premises.

13. LESSOR'S RIGHT OF ENTRY. Sublessor, its agents or representatives shall have the right, at all times, to enter upon the Premises, to inspect the same pursuant to any of the rights reserved to Sublessor hereunder or for the protection of Sublessor's interest in the Premises, the improvements thereon or equipment located thereon.

14. CONDEMNATION. If the Premises shall be taken by any public authority under the power of eminent domain, or the threat of eminent domain, then the term of this Sublease shall cease as of the day of possession is taken by such authority and the rent shall be paid up to that date, and Lessor will make a full refund of any rent paid by Sublessee in advance and not earned.

15. DEFAULT. The occurrence of any of the following shall constitute default under the Lease:

15.1 Default in the performance of any covenant or agreement herein contained and such default continued for five (5) days after written notice thereof.

15.2 The appointment of a receiver to take possession of the Premises or of all, or substantially all, of the assets of the Sublessee;

15.3 A general assignment by Sublessee for the benefit of creditors;

15.4 the levy of any lien, writ of attachment, garnishment, execution or distraint on all or any portion of Sublessee's rights or interest under this Lease;

15.5 Any action taken or suffered by Sublessee under any insolvency or bankruptcy act which shall in any way hinder or prevent the prompt and continuous payment of rental due hereunder, or which shall in any way disable Sublessee from so paying said rental or applying his assets to such payments.

16. ATTORNEY'S FEES. In the event of any controversy, claim or dispute between the parties hereto arising out of our relating to this Agreement or the breach thereof, the prevailing party in such litigation shall be entitled to recover from the other party the prevailing party's reasonable expense of such litigation, including the costs of expert witnesses, attorneys' fees and costs of suit.

17. WAIVER. The waiver of any breach of this Agreement shall not constitute a waiver of any other breach regardless of knowledge thereof.

18. BINDING ON SUCCESSORS. The covenants and conditions herein contained shall bind and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties hereto.

19. NOTICES. All notices given hereunder shall be in writing and personally delivered to the other party or sent by registered or certified mail to the other party as follows:

If to SUBLESSOR:

The Robert Mondavi Corporation
841 Latour Court
Napa, CA 94558
Attn: Michael K. Beyer
Fax: (707) 251-4505

If to SUBLESSEE:

City of Lodi
221 West Pine Street
Lodi, California 95242
Attn: Richard C. Prima, Jr.
Fax: (209) 333-6706

10

If to MASTER LESSOR:

Chapman & Cutler
111 W. Monroe St.
Chicago, IL 60603-4080
Attn: James R. Theiss, Jr., Trustee of the
Lodi 2000 Distribution Trust
Fax: (312) 845-3000

20. CONSTRUCTION. Each term, covenant, condition and obligation of this Sublease to be performed by Sublessor and Sublessee shall be construed to be both a covenant and condition. The marginal headings and titles to the paragraphs of this Sublease are not part of this Sublease and shall have no effect upon the construction or interpretation of this Sublease.

21. MODIFICATION. This Sublease contains the entire agreement between the parties to this Lease and may not be modified orally or in any manner other than by an agreement in writing signed by all of the parties to this Sublease or their respective successors in interest.

22. GOVERNING LAW. This Sublease shall be construed in accordance with, and governed by, the laws of this State of California as applied to contracts that are executed and

performed entirely in California. Venue for any court proceedings will be in San Joaquin County, California.

23. SEVERABILITY. If any court of final jurisdiction holds any provision of this Sublease invalid or unenforceable, it is the intent of the parties that all other provisions of this Sublease be construed to remain fully valid, enforceable, and binding on the parties.

24. TIME. Time is of the essence of each term and condition of this Sublease.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease on the day and year first above written.

ROBERT MONDAVI PROPERTIES, INC.
a California corporation

By: _____
Its: _____

CITY OF LODI, A MUNICIPAL CORPORATION

By: _____ Dated _____, 2002
H. Dixon Flynn, City Manager

APPROVED AS TO FORM:

By: _____ Dated _____, 2002
Randall A. Hays, City Attorney

ATTEST:

By: _____ Dated _____, 2002
Susan J. Blackston, City Clerk

CONSENT OF MASTER LESSOR TO SUBLEASE:

Master Lessor hereby consents to the above Sublease. In the event the Master Lease is terminated prior to the termination of this Sublease, Master Lessor agrees to continue this Sublease in full force and effect or to enter into a new direct lease with Sublessee upon substantially the same terms and conditions.

LODI 2000 DISTRIBUTION TRUST

By: _____
Its: _____

Exhibit A

Description of Property

All that certain real property being all of Lots 32, 33, 34, of the Eddleman Tract as shown on the map filed for Record in Book 1 of Maps and Plats at Page 26, San Joaquin County Records and adjoining lands lying within the Northeast $\frac{1}{4}$ of section 6, T.3N., R.7E., Mount Diablo Base and Meridian, the herein described lands are also shown as the 39.927, more or less, acre parcel on the map filed for Record in Book 34 of Surveys, Page 131, San Joaquin County Records, lying within the City of Lodi, County of San Joaquin, State of California being more particularly described as follows:

Beginning at the northwest corner of said Lot 34 also being the northwest corner of said survey; thence along the northerly line of said Lots 34, 33 and 32, said north line also being the centerline of Lime Street, a non-maintained road, south $88^{\circ} 47' 46''$ east 988.70 feet to the northeast corner of said Lot 32; thence along the east line of said Lot 32 south $00^{\circ} 01' 12''$ east 659 feet to the southeast corner of said Lot 32; thence along the south line of Lot 31 of said Eddleman Tract south $88^{\circ} 48' 15''$ east 329.53 feet to a point in the west line of the Central California Traction Company right-of-way; thence along said west line south $00^{\circ} 01' 00''$ east 824.48 feet to the southeast corner of said survey; thence leaving said west line north $88^{\circ} 50' 06''$ west 1,317.89 feet to a point to the centerline of Guild Avenue also being the east line of Lots 4, 6, 8, 10 and 12 of said Eddleman Tract and the southwest corner of said survey; thence along said centerline north $00^{\circ} 01' 50''$ west 1,485.23 feet to the point of beginning.

To the right-of-way for Guild Avenue over the west 30.00 of the above described parcel.

38.9039 acres net.



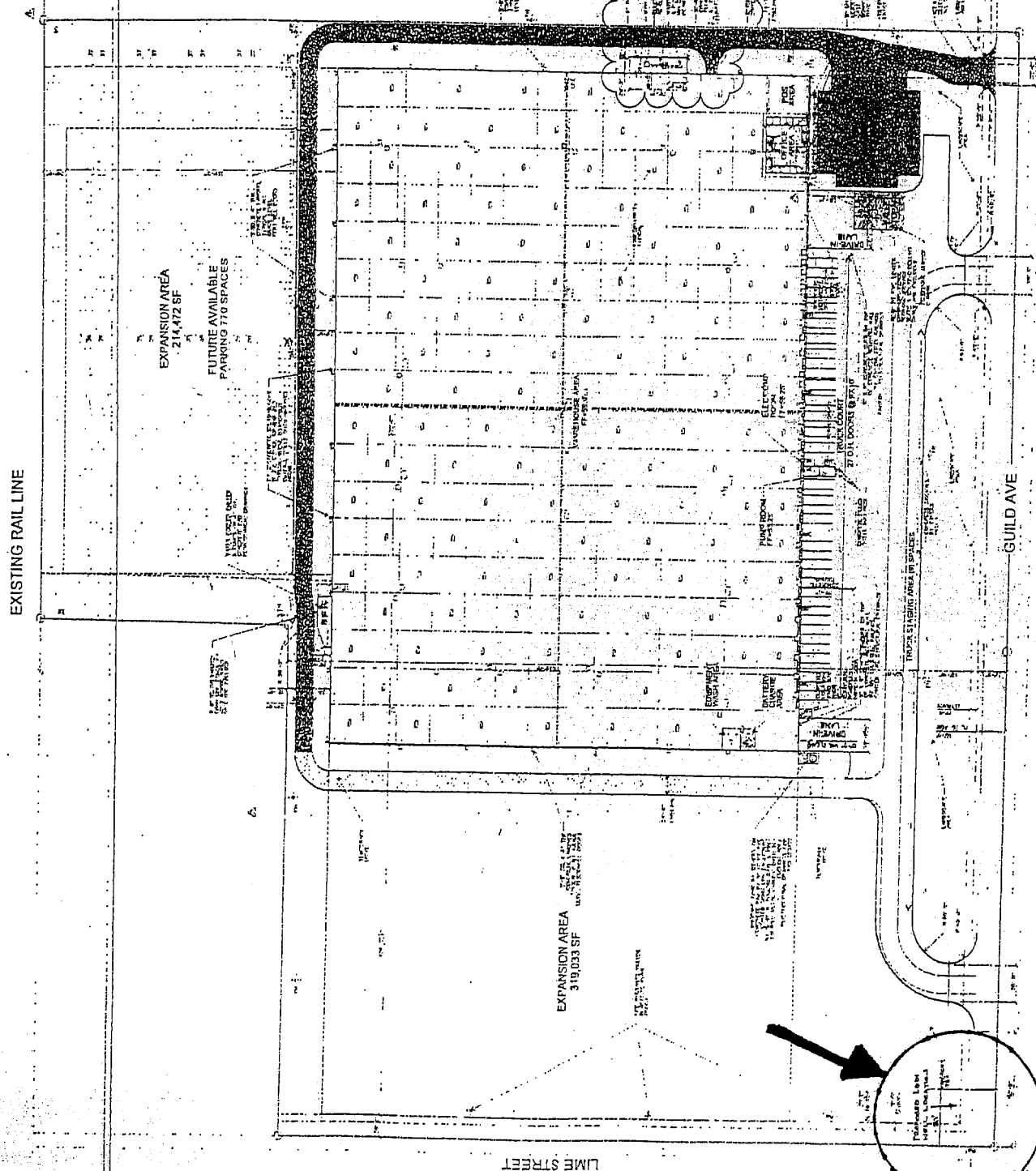
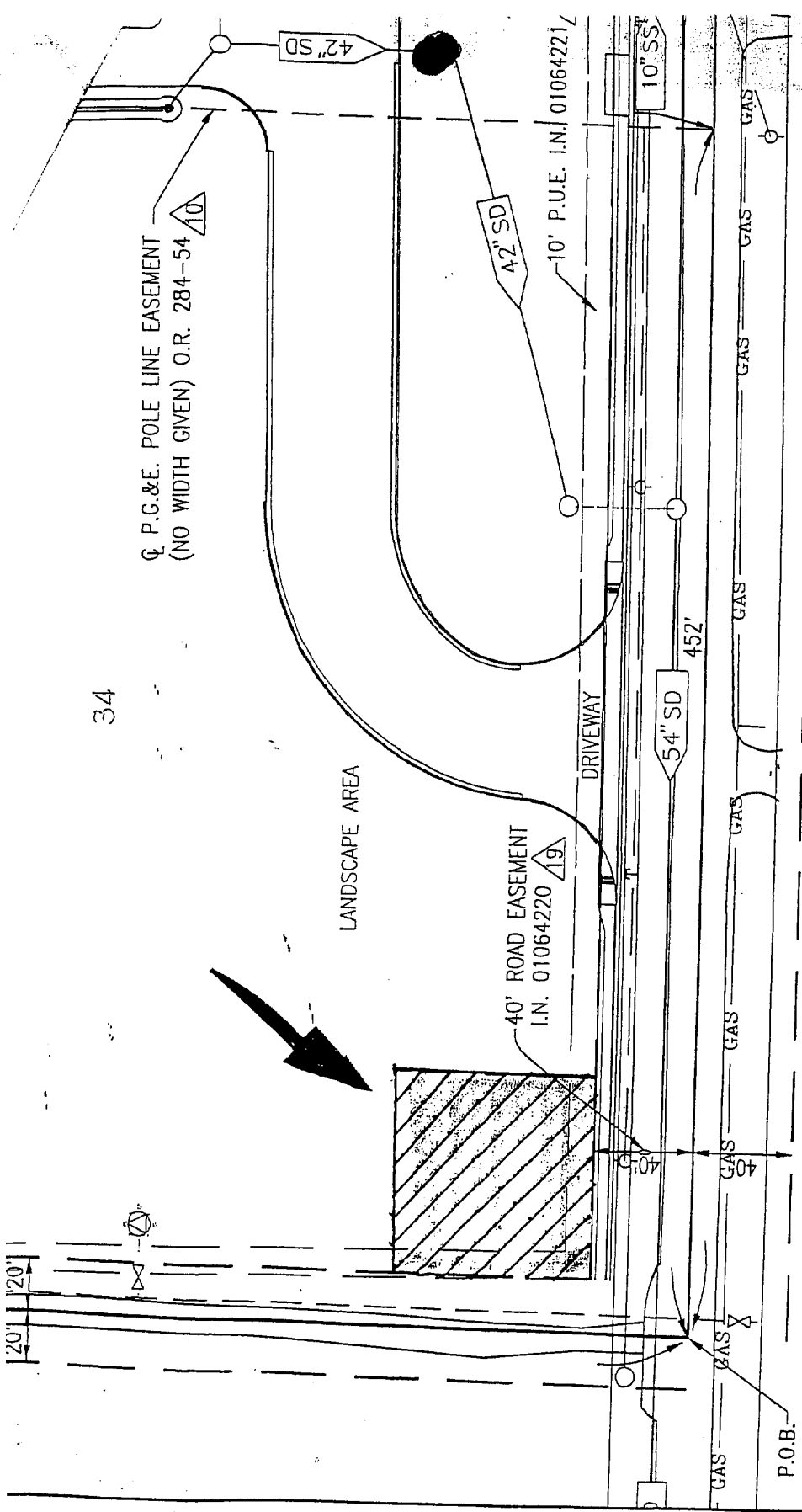


Exhibit B

INITIAL
EWS



GRAPHIC SCALE



1 inch = 60 ft.



Exhibit B-1

CITY COUNCIL

PHILLIP A. PENNINO, Mayor
SUSAN HITCHCOCK
Mayor Pro Tempore
EMILY HOWARD
KEITH LAND
ALAN S. NAKANISHI

CITY OF LODI
PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6706
FAX (209) 333-6710
EMAIL pwdept@lodi.gov
<http://www.lodi.gov>

H. DIXON FLYNN
City Manager
SUSAN J. BLACKSTON
City Clerk
RANDALL A. HAYS
City Attorney
RICHARD C. PRIMA, JR.
Public Works Director

October 31, 2002

Robert Mondavi Properties, Inc.
841 Latour Court
Napa, CA 94558

SUBJECT: Approve Sublease Agreement between Robert Mondavi Properties, Inc., and the City of Lodi for Well 10C Site (790 North Guild Avenue); and Approve Plans and Specifications and Authorize Advertisement for Bids for the Well 10C Drilling, and Pump and Motor Installation; and Authorize the City Manager to Award the Contract

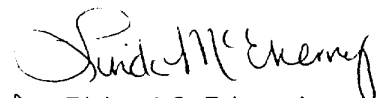
Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, November 6, 2002. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a Council Member requests discussion. The public is given an opportunity to address items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Susan Blackston, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Lyman Chang, Associate Civil Engineer, at (209) 333-6800, extension 2665.


Richard C. Prima, Jr.
Public Works Director

RCP/lm

Enclosure

cc: City Clerk



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving the Established Overall Annual Disadvantaged Business Enterprises (DBE) Goal of 8% for Federal Fiscal Year 2002/03

MEETING DATE: November 6, 2002

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council adopt a resolution approving the Established Overall Annual DBE Goal for Federal Fiscal Year 2002/03, and authorize the City Manager to execute such adoption to facilitate timely submission to the California Department of Transportation (Caltrans) for funding authority approval on behalf of the City of Lodi.


BACKGROUND INFORMATION: The City of Lodi is required to develop and submit an Overall Annual Goal for DBE participation on U.S. Department of Transportation (DOT)-assisted contracts, as a condition of federal financial assistance, pursuant to recently revised regulations set forth under Title 49 CFR

Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Programs*. In accordance with these DBE regulations, the City of Lodi has established an Overall Annual DBE Goal for Federal Fiscal Year 2002/03 to ensure full compliance with relevant regulatory requirements.

The City of Lodi's Established Overall Annual DBE Goal of 8% for Federal Fiscal Year 2002/03 DOT-assisted contracts addresses critical components and fulfills specific requirements for narrow tailoring in accordance with Title 49 CFR Part 26. The Established Overall Annual DBE Goal was developed utilizing the federally prescribed two-step goal-setting methodology and will be updated annually to maintain relevancy to local market conditions and factors impacting DBE availability.

City Council approval and adoption of the Established Overall Annual DBE Goal for Federal Fiscal Year 2002/03 is required to ensure compliance with Department of Transportation's federal funding requirements, provisions and financial responsibilities. Failure to do so will directly jeopardize the City of Lodi's federal financial assistance.

FUNDING: None required.

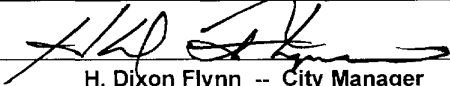

For Richard C. Prima, Jr.
Public Works Director

Prepared by Rebecca Areida, Management Analyst,
and Padilla & Associates

RCP/RA/lm

cc: Randy Hays, City Attorney

APPROVED: _____


H. Dixon Flynn -- City Manager

RESOLUTION NO. 2002-214

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LODI APPROVING AND ADOPTING THE
ESTABLISHED OVERALL ANNUAL DISADVANTAGED
BUSINESS ENTERPRISES (DBE) GOAL OF 8% FOR
FEDERAL FISCAL YEAR 2002/03

=====

WHEREAS, the City of Lodi is required to develop and submit an Overall Annual Goal for Disadvantaged Business Enterprises (DBE) participation for DOT-assisted contracts, as a condition of federal financial assistance, pursuant to Title 49 CFR Part 26; *Participation by Disadvantaged Business Enterprises in U.S. Department of Transportation (DOT) Programs*; and

WHEREAS, in accordance with DBE regulations, the City of Lodi has established an Overall Annual DBE Goal of 8% for Federal Fiscal Year 2002/03; and

WHEREAS, City Council adoption is required to ensure compliance with Department of Transportation federal funding requirements, provisions, and financial responsibilities.

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby authorize the approval and adoption of the Established Overall Annual Disadvantaged Business Enterprises Goal of 8% for Federal Fiscal Year 2002/03, and submission to the California Department of Transportation (Caltrans) on behalf of the City for final approval.

Dated: November 6, 2002

=====


I hereby certify that Resolution No. 2002-214 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 6, 2002, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Howard, Land, and Mayor Pennino

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Nakanishi

ABSTAIN: COUNCIL MEMBERS – None


SUSAN J. BLACKSTON
City Clerk



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Set Public Hearing for November 20, 2002, to Consider Unmet Transit Needs in Lodi

MEETING DATE: November 6, 2002

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council set a public hearing for the regularly scheduled Council meeting of November 20, 2002, to consider unmet transit needs in Lodi.

BACKGROUND INFORMATION: These public hearings are an annual requirement of the Transportation Development Act regulations. The San Joaquin Regional Transit District sponsored a public meeting at Hutchins Street Square on October 23, 2002, at 6 p.m., to discuss unmet transit needs in Lodi. Any comments received from that meeting have yet to be communicated to City staff. It should be noted that many of the comments are given directly via email to San Joaquin Council of Governments staff throughout the year.

FUNDING: Not applicable.


for Richard C. Prima, Jr.
Public Works Director

Prepared by Tiffani Fink, Transportation Manager

RCP/TF/lm

cc: SJCCOG – Mike Swearingen, Regional Planner

APPROVED: _____


H. Dixon Flynn -- City Manager



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: November 20, 2002

Time: 7:00 p.m.

For information regarding this notice please contact:

Susan J. Blackston

City Clerk

Telephone: (209) 333-6702

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, November 20, 2002** at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a Public Hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) unmet transit needs in Lodi. (PW)

Information regarding this item may be obtained in the office of the Public Works Department Director, 221 West Pine Street, Lodi, California. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the Public Hearing.

By Order of the Lodi City Council:

Susan J. Blackston
City Clerk

Dated: November 6, 2002

Approved as to form:

Randall A. Hays
City Attorney



***Please immediately confirm receipt
of this fax by calling 333-6702***

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: NOTICE TO SET PUBLIC HEARING FOR NOVEMBER 20, 2002 TO CONSIDER UNMET
TRANSIT NEEDS IN LODI

LEGAL AD

PUBLISH DATE: SATURDAY, NOVEMBER 9, 2002

TEAR SHEETS WANTED: Three (3) please

SEND AFFIDAVIT AND BILL TO: SUSAN BLACKSTON, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: Thursday, November 7, 2002

ORDERED BY:


PATRICIA OCHOA
ADMINISTRATIVE CLERK

JACQUELINE L. TAYLOR
DEPUTY CITY CLERK

JENNIFER M. PERRIN
DEPUTY CITY CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) _____ (pages)
Kelsey _____ Phoned to confirm receipt of all pages at _____ (time) _____ Jac _____ Tricia _____ Jen (initials)



DECLARATION OF POSTING

NOTICE OF PUBLIC HEARING TO CONSIDER UNMET TRANSIT NEEDS IN LODI

On Wednesday, November 6, 2002 in the City of Lodi, San Joaquin County, California, a copy of the Notice of public hearing to consider unmet transit needs in Lodi (attached hereto, marked Exhibit "A") was posted at the following four locations:

Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 7, 2002 at Lodi, California.

ORDERED BY:

SUSAN J. BLACKSTON
CITY CLERK

A handwritten signature in cursive script, reading "Patricia Ochoa", is written over a horizontal line.

Patricia Ochoa
Administrative Clerk

Jacqueline L. Taylor
Deputy City Clerk

Jennifer M. Perrin
Deputy City Clerk